

Hearing Date: December 7, 2020 at 10:00 a.m. (Prevailing Eastern Time)  
Objection Deadline: November 30, 2020 at 4:00 p.m. (Prevailing Eastern Time)

GARFUNKEL WILD, P.C.  
111 Great Neck Road  
Great Neck, New York 11021  
Telephone: (516) 393-2200  
Facsimile: (516) 466-5964  
Burton S. Weston, Esq.  
Adam T. Berkowitz, Esq.

*Counsel for the Estate and the Plan Administrator*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
In re:

Chapter 11

FEDERATION EMPLOYMENT AND  
GUIDANCE SERVICE D/B/A FECS<sup>1</sup>,

Case No.: 15-71074 (REG)

Debtor.

-----X

ROBERT N. MICHAELSON, solely  
in his capacity as TRUSTEE OF  
THE FECS CREDITOR TRUST,

Adv. Pro. No. 17-08099 (REG)

Plaintiff,

vs.

NEW YORK CITY HUMAN  
RESOURCES ADMINISTRATION,

Defendant

-----X

**MOTION OF THE PLAN ADMINISTRATOR FOR ENTRY OF AN ORDER  
APPROVING SETTLEMENT, PURSUANT TO FED. R. OF BANKR. P. 9019**

Judith Pincus, as Plan Administrator (the “Plan Administrator”)<sup>2</sup> for the post-confirmation chapter 11 estate of Federation Employment and Guidance Service, Inc. d/b/a FECS (the “Estate”), by and through her counsel, hereby submits this motion (the “Motion”) for entry of an order

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 4000.

<sup>2</sup> Any capitalized terms used herein and not otherwise defined, shall have the meanings ascribed to them in the Plan.

approving the compromise and settlement of (i) the preference action against the New York City Human Resources Administration (“HRA”), as well as (ii) the claims asserted against the Estate by HRA and certain other agencies of New York City, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). A true, complete, and correct copy of the settlement agreement (the “Agreement”) is attached hereto as Exhibit A and incorporated herein by reference for all purposes. In support of this Motion, the Plan Administrator respectfully represents as follows:

### **JURISDICTION**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B), (C), (F) and (O). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

2. On March 18, 2015 (the “Petition Date”), Federation Employment and Guidance Service, Inc. d/b/a FECS (the “Debtor”) filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of New York (the or this “Court”). The Debtor continued in possession of its remaining assets as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. On March 31, 2015, the United States Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 105].

4. On March 19, 2015, the Debtor filed its schedules of assets and liabilities and statement of financial affairs (the “Schedules”) [Docket Nos. 180-81].

5. On October 1, 2015, HRA filed proof of claim number 1628 (“POC 1628”) in the total amount of \$8,135,912.00, a portion of which is asserted to be secured by rights of setoff and recoupment.

6. On November 2, 2015, HRA filed proof of claim number 2291 (“POC 2291” and, together with POC 1628, collectively, the “HRA Claims”) as and administrative expense claim in an unliquidated amount.

7. On October 1, 2015, the New York City Department of Health and Mental Hygiene (“DHMH”) filed proof of claim number 1629 (“POC 1629”) in the total amount of \$230,728.59, a portion of which is asserted to be secured by a right to setoff.

8. On November 2, 2015, DHMH filed proof of claim 2292 (“POC 2292” and, together with POC 1629, collectively, the “DHMH Claims”) as an administrative expense claim in an unliquidated amount.

9. On September 28, 2015, the New York City Office of Administrative Trials and Hearings (“OATH” and, together with HRA and DHMH, collectively, the “Claiming Agencies”) filed proof of claim 1552 (“POC 1552”) as a general unsecured claim in the total amount of \$45,881.63.

10. Also on September 28, 2015, OATH filed proof of claim 1617 (“POC 1617”) as a general unsecured claim in the total amount of \$45,881.63.

11. On November 2, 2015, OATH filed proof of claim 2290 (“POC 2290” and, together with POC 1552 and POC 1617, collectively, the “OATH Claims”) as a general unsecured claim in the total amount of \$13,765.00. (The HRA Claims, the DHMH Claims, and the OATH Claims are collectively referred to as the “City Claims”).

12. The Debtor asserts that HRA and DHMH as well as certain other agencies of the City of New York (collectively, inclusive of the Claiming Agencies, the “City Agencies” or the “City”) owe certain monies to the Debtor on account of various contractual obligations (the “City Receivables”).

13. The New York City Law Department, solely as Escrow Agent (the “Escrow Agent”), is holding certain funds, totaling \$1,500,000.00 plus accrued interest thereon (the “Escrowed Funds”), which were segregated by the City in respect of monies claimed by the Debtor to be owed from the New York City Department of Small Business Services.

14. On March 20, 2017, the Committee brought an adversary proceeding [Case No. 17-08099] against HRA seeking to avoid certain prepetition transfers as alleged preferences (the “Avoidance Action”).

15. On February 6, 2018, the Court entered an Order (the “Confirmation Order”) confirming the *Third Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Federation Employment and Guidance Service, Inc. d/b/a FEES* (the “Plan”) [Docket No. 1050]. Pursuant to the Confirmation Order, Judith Pincus was appointed Plan Administrator and Robert N. Michaelson was appointed Creditor Trustee of the newly created FEES Creditor Trust.

16. On or about April 3, 2018, the Creditor Trustee was substituted for the Committee as Plaintiff in the Avoidance Action.

17. Pursuant to the Plan, the Plan Administrator has the authority, among other things, to compromise and settle claims on behalf of the Estate.

### **RELIEF REQUESTED**

18. The Plan Administrator, in consultation with the Creditor Trustee and the Oversight Committee, engaged in negotiations with the City, by and through their respective counsel, in order

to consensually resolve all issues related to the City Claims, the City Receivables, the Escrowed Funds, and the Avoidance Action. As a result of these negotiations, the City and the Plan Administrator reached an Agreement, attached hereto as Exhibit A, which provides in relevant part: (a) that the City shall waive all Claims against the Estate; (b) that the Escrow Agent shall turn over and remit to FECS the sum of \$205,290 from the Escrowed Funds with the balance being turned over and paid to HRA; (c) the Avoidance Action brought by the Committee will be dismissed with prejudice; and (d) mutual releases will be exchanged.

19. By this Motion, the Plan Administrator seeks approval of the Agreement.

**BASIS FOR RELIEF REQUESTED**

20. Federal Rule of Bankruptcy Procedure 9019(a) provides that “[o]n motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement.” In approving a settlement, a court must “review the reasonableness of the proposed settlement [and]...make an informed judgment as to whether the settlement is fair and equitable and in the best interests of the estate.” *In re Worldcom, Inc.*, 347 B.R. 123, 137 (Bankr. S.D.N.Y. 2006) (citations omitted); *see also Air Line Pilots Ass’n, Int’l v. Am. Nat’l Bank & Trust Co. (In re Ionosphere Clubs, Inc.)*, 156 B.R. 414, 426 (S.D.N.Y. 1993). The factors to consider in approving a settlement include: (1) the balance between the litigations possibility of success and the settlement’s future benefits; (2) the likelihood of complex and protracted litigation, with its attendant expense, inconvenience, and delay, including the difficulty in collecting on the judgment; (3) the paramount interests of the creditors, including each affected class’s relative benefits and the degree to which creditors either do not object to or affirmatively support the proposed settlement; (4) whether other parties in interest support the settlement; (5) the competency and experience of counsel supporting the settlement; (6) the nature and breadth of releases to be

obtained by officers and directors; and (7) the extent to which the settlement is the product of arm's length bargaining. *Fjord v. AMR Corp. (In re AMR Corp.)*, 502 B.R. 23, 43 (Bankr. S.D.N.Y. 2013) (citing *In re Iridium Operating LLC*, 478 F.3d 452, 462 (2d Cir. 2007)).

21. Moreover, settlements should be approved if they fall above the lowest point of reasonableness. *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (citations omitted) (“[The] responsibility of the bankruptcy judge...is not to decide the numerous questions of law and fact raised by the appellants, but rather, to canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness.”) (internal quotation marks omitted); *In re Planned Protective Servs., Inc.*, 130 B.R. 94, 99 n.7 (Bankr. C.D. Cal. 1991) (citations omitted).

22. The Court, however, need not “conduct a ‘mini trial’ on the issue. *Worldcom*, 347 B.R. at 137 (citations omitted). The Court need only ‘canvass the issues’ to determine if the ‘settlement falls below the lowest point in the range of reasonableness.’” *Id.* (quoting *In re Telronics. Serv., Inc.*, 762 F.2d 185, 189 (2d Cir. 1985)); *In re Adelphia Communs. Corp.*, 368 B.R. 140, 225-26 (Bankr. S.D.N.Y. 2007) (citations omitted) (“[T]he court only need be apprised of those facts that are necessary to enable it to evaluate the settlement and to make a considered and independent judgment about the settlement. In doing so, the court is permitted to rely upon opinions of the trustee, the parties, and their attorneys.”). Thus, the question is not whether a better settlement might have been achieved or a better result reached if litigation pursued, instead, the court should approve settlements that meet a minimal threshold of reasonableness. *Nellis v. Shugrue*, 165 B.R. 115, 123 (S.D.N.Y. 1994); *In re Tech. for Energy Corp.*, 56 B.R. 307, 311-312 (Bankr. E.D. Tenn. 1985); *In re Mobile Air Drilling Co., Inc.*, 53 B.R. 605, 608 (Bankr. N.D. Ohio 1985). Moreover, settlements and compromises are favored and encouraged in bankruptcy. *Adelphia*, 368 B.R. at 226 (quoting *Protective Committee for Independent Stockholders of TMT*

*Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, 88 S. Ct. 1157, 20 L. Ed. 2d 1 (1968)) (“[I]n administering reorganization proceedings in an economical and practical manner it will often be wise to arrange the settlement of claims as to which there are substantial and reasonable doubts.”).

23. Here, the City Claims assert in excess of \$8.4 million in general unsecured claims and certain unliquidated administrative expense claims against the Estate. The Plan Administrator asserts that the City owes the City Receivables, including the Escrowed Funds, to the Estate. The Debtor concedes that certain of the City Receivables – those owing from City Agencies also asserting claims against the Estate (e.g. HRA) – may be offset by a City Agency up to the value of that City Agency’s affirmative claim. There remains, however, an issue of mutuality in the right of the City to offset amounts owed to one City Agency against City Receivables owed from a different City Agency. While the Estate takes issue with the City’s assertion that mutuality exists among all City Agencies, if the City prevails on the merits of that argument, the City would have substantial remaining Claims against the Estate.

24. In light of the cost and risks associated with litigating the open issues the parties reached a settlement which is memorialized in the Agreement. The Agreement contemplates the City’s waiver of all Claims against the Estate and payment from the City’s Escrowed Funds of \$205,290 to the Estate, with the remaining amounts being released and paid over to HRA. Additionally, the Avoidance Action brought by the Committee will be dismissed with prejudice and mutual releases will be exchanged.

25. The Plan Administrator believes that the Agreement falls well within the range of reasonableness necessary for Court approval. Specifically, the Agreement will benefit both creditors and the Estate as it results in a reduction to the unsecured claims pool in excess of \$8.4 million dollars, the discharge of alleged unliquidated administrative claims, and also results in the

Estate collecting in excess of \$200,000 which will be used to fund a portion of the distributions to Holders of Allowed Unsecured Claims. The approval of the Agreement will also benefit creditors and the Estate by avoiding the additional costs and delay of having to potentially litigate the issues relating to the City Claims, the City Receivables, and the Avoidance Action.

26. Accordingly, the Plan Administrator respectfully requests that the Court approve the Agreement.

**NOTICE**

27. Notice of this Motion will be given by mailing a copy of this Motion and the proposed order to (i) the Office of the United States Trustee for this district, (ii) counsel for the Oversight Committee, and (iii) the New York City Law Department. Entities who have filed a notice of appearance in accordance with Bankruptcy Rule 2002 shall receive notice through ECF.

**CONCLUSION**

**WHEREFORE**, the Plan Administrator respectfully requests that the relief requested herein be granted and the Court enter an order, substantially in the form annexed hereto as Exhibit B, and grant such other and further relief as is just and proper.

Dated: Great Neck, New York  
October 22, 2020

**GARFUNKEL WILD, P.C.**

*Counsel for the Estate and the Plan Administrator*

By: /s/ Adam T. Berkowitz  
Burton S. Weston, Esq.  
Adam T. Berkowitz, Esq.  
111 Great Neck Road  
Great Neck, NY 11021  
Telephone: (516) 393-2200  
Facsimile: (516) 466-5964



# **Exhibit A**

**GARFUNKEL WILD, P C**  
111 Great Neck Road  
Great Neck, New York 11021  
Telephone: (516) 393-2200  
Facsimile: (516) 466-5964  
Burton S. Weston  
Adam T. Berkowitz

*Counsel for the Plan Administrator and the Estate*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X

In re:

FEDERATION EMPLOYMENT AND  
GUIDANCE SERVICE, INC. d/b/a FECS<sup>1</sup>,

Chapter 11  
Case No. 15-71074 (REG)

Debtor.

-----X

**STIPULATION AND ORDER RESOLVING THE CLAIMS OF  
THE CITY OF NEW YORK AND ITS AGENCIES**

**WHEREAS**, on March 18, 2015 (the “Petition Date”)<sup>2</sup>, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”); and

**WHEREAS**, on February 6, 2018, the Court entered its *Findings of Fact, Conclusions of Law, and Order Confirming Third Amended Plan of Liquidation under Chapter 11 of the Bankruptcy Code of Federation Employment and Guidance Service, Inc. d/b/a FECS* (the “Confirmation Order”) [Docket No. 1050] confirming the *Third Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Federation Employment and Guidance Service, Inc. d/b/a FECS* (the “Plan”) [Docket No. 976]; and

<sup>1</sup>The last four digits of the Debtor’s federal tax identification number are 4000.

<sup>2</sup> Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Plan and Confirmation Order.

**WHEREAS**, pursuant to the Plan, Judith Pincus was appointed as plan administrator (the “Plan Administrator”); and

**WHEREAS**, pursuant to sections 5.11(b)(xvii) and 8.2(b) of the Plan, the Plan Administrator has the authority to compromise and settle Claims against the Debtor with the consent of the Oversight Committee and without further order of the Bankruptcy Court; and

**WHEREAS**, the following agencies of the City of New York (collectively, the “Claiming Agencies”) have filed proofs of claim in the amounts set forth below:

- a) The New York City Human Resources Administration (“HRA”) filed proof of claim number 1628 (“POC 1628”) in the total amount of \$8,135,912.00, a portion of which is asserted to be secured by rights of setoff and recoupment;
- b) HRA also filed proof of claim number 2291 (“POC 2291”) and, together with POC 1628, collectively, the “HRA Claims”) as an administrative claim in an unliquidated amount;
- c) The New York City Department of Health and Mental Hygiene (“DHMH”) filed proof of claim number 1629 (“POC 1629”) in the total amount of \$230,728.59, a portion of which is asserted to be secured by a right of setoff;
- d) DHMH also filed proof of claim number 2292 (“POC 2292”) and, together with POC 1629, collectively, the “DHMH Claims”) as an administrative claim in an unliquidated amount;
- e) The New York City Office of Administrative Trials and Hearings (“OATH”) filed proof of claim number 1552 (“POC 1552”) as a general unsecured claim in the total amount of \$45,881.63;
- f) OATH also filed proof of claim number 1617 (“POC 1617”) as a general unsecured claim in the total amount of \$45,881.63;

g) OATH also filed proof of claim number 2290 (“POC 2290” and, together with POC 1552 and POC 1617, collectively, the “OATH Claims”) as a general unsecured claim in the total amount of \$13,765.00 (the HRA Claims, DHMH Claims, and OATH Claims are collectively referred to as the “City Claims”); and

**WHEREAS**, the Debtor asserts certain of the Claiming Agencies and other agencies of the City of New York (collectively, inclusive of the Claiming Agencies, the “City Agencies” or the “City” and, together with the Debtor and the Plan Administrator, collectively, the “Parties”) owe certain monies to the Debtor on account of various contractual obligations in the following amounts (the “City Receivables”):

- a) HRA - \$3,820,211;
- b) DHMH - \$1,069,961;
- c) New York City Department of Small Business Services (“SBS”) - \$2,178,637;
- d) New York City Department of Education - \$69,523;
- e) New York City Department for the Aging - \$19,151;
- f) New York City Civic Corps - \$14,552; and

**WHEREAS**, the New York City Law Department, solely as escrow agent (the “Escrow Agent”), is holding certain funds totaling approximately \$1,500,000.00 plus accrued interest thereon (the “Escrowed Funds”), which the Debtor contends are owed by SBS to the Estate on account of those City Receivables; and

**WHEREAS**, the Committee brought an adversary proceeding [Case No. 17-08099] against HRA seeking to avoid certain prepetition transfers as alleged preferences (the “Avoidance Action”); and

**WHEREAS**, the Parties wish to consensually resolve all claims and issues by and against each of the Parties, as provided herein, whether in respect of the City Claims, City Receivables, Avoidance Action, and such other claims and causes of action which may otherwise exist between and among the Parties;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Parties as follows:

1. This stipulation and order (the “Stipulation and Order”) shall be deemed effective as to the Parties and their attorneys, agents and representatives upon its execution by the Parties hereto and the so ordering of this Stipulation and Order by the Bankruptcy Court (the “Effective Date”).

2. In full and final satisfaction and release of all claims, liabilities and causes of action the Estate may have against the City, including, but not limited to, those relating to the City Receivables and the Avoidance Action, within ten (10) days following the Effective Date, the Escrow Agent shall turn over and remit to the Plan Administrator by wire transfer from the Escrowed Funds the difference between the balance of the Escrow Funds and the Settlement Payment (as hereinafter defined).

3. In full and final satisfaction and release of any and all claims, liabilities and causes of action the City and/or the City Agencies may have against the Estate, including, but not limited to, the City Claims, the Escrow Agent shall turn over and remit to HRA, within ten (10) days following the Effective Date, the sum of \$1,294,710.00 (the “Settlement Payment”).

4. Upon payment of the Settlement Payment, the City is deemed to have forever discharged the Plan Administrator, the Debtor, the Estate, and each of their respective successors and predecessors-in-interest, affiliates, agents, legal counsel, accountants and representatives of

any kind (the “Estate Release Parties”) of and from each and every right, claim, debt and cause of action, whether asserted or unasserted, whether known or unknown, whether in rem or in personam, whether at law, at equity or otherwise, arising out of or relating to any claims, rights or interests that the City had, has, or may have against any of the Estate Release Parties relating these bankruptcy cases, including, but not limited to, claims and causes of action relating to the City Claims, the City Receivables, the Avoidance Action, and otherwise, and the City Claims shall be disallowed in their entirety.

5. Upon payment of the Settlement Payment, each of the Plan Administrator, the Debtor, and the Estate, for themselves and on behalf of all of their predecessors, successors, assigns, affiliates, agents, and representatives, hereby shall and does forever discharge the City and its employees, agents, legal counsel, accountants and representatives of any kind (the “Claimant Release Parties”) from each and every right, claim, debt and cause of action, whether asserted or unasserted, whether known or unknown, whether in rem or in personam, whether at law, at equity or otherwise, arising out of or relating to any claims, rights or interests that the Debtor, the Estate or the Plan Administrator had, has, or may have against the Claimant Release Parties relating to these bankruptcy cases, including, but not limited to all claims and causes of action relating to the City Claims, the City Receivables, and the Avoidance Action.

6. On and after the Effective Date, the Debtors’ claims and noticing agent is authorized to take any actions necessary to effectuate the terms of this Stipulation and Order, including, without limitation, updating the claims register for these cases.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to this Stipulation and Order.

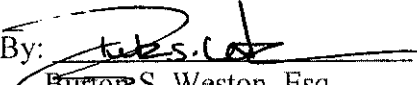
8. This Stipulation and Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. A signature to this Stipulation and Order transmitted by facsimile or e-mail shall be deemed an original, valid and binding signature to this Stipulation and Order.

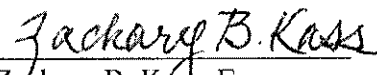
Dated: Great Neck, New York  
October 20, 2020

Dated: New York, New York  
October 19, 2020

GARFUNKEL WILD, P.C.

NEW YORK CITY LAW DEPARTMENT

By:   
~~Burton S. Weston~~, Esq.  
Adam T. Berkowitz, Esq.  
111 Great Neck Road  
Great Neck, NY 11021  
Telephone: (516) 393-2588

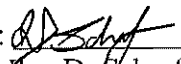
By:   
Zachary B. Kass, Esq.  
100 Church Street  
New York, NY 10007  
Telephone: (212) 356-2113

*Counsel to the Plan Administrator and the Estate*

*Counsel to the City of New York*

Dated: New York, New York  
October 20, 2020

PACHULSKI STANG ZIEHL & JONES

By:   
Ian D. Scharf, Esq.  
780 Third Avenue, 34th Floor  
New York, NY 10017  
Telephone: (212) 561-7721

*Counsel to the Oversight Committee*

# **Exhibit B**



**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----x

In re:

Chapter 11

FEDERATION EMPLOYMENT AND  
GUIDANCE SERVICE, INC. d/b/a FECS<sup>1</sup>,

Case No. 15-71074 (REG)

Debtor.

-----x

ROBERT N. MICHAELSON, solely  
in his capacity as TRUSTEE OF  
THE FECS CREDITOR TRUST,

Adv. Pro. No. 17-08099 (REG)

Plaintiff,

vs.

NEW YORK CITY HUMAN  
RESOURCES ADMINISTRATION,

Defendant

-----x

**ORDER GRANTING THE MOTION OF THE PLAN ADMINISTRATOR  
FOR ENTRY OF AN ORDER APPROVING SETTLEMENT,  
PURSUANT TO FED. R. OF BANKR. P. 9019**

THIS MATTER having come before the Court upon the motion of the Plan Administrator appointed in this case (the "Motion")<sup>2</sup> seeking entry of an Order pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure approving the Agreement; and the Court having reviewed the Motion and the Agreement; and notice having been provided (i) to the New York City Law Department, (ii) counsel for Oversight Committee, (iii) the Office of the United States Trustee, and (iv) those parties who have entered a notice of appearance in this Case; and no responses or other objections having been filed; and a hearing having been held on December 7, 2020; and the Court having found that the Agreement was negotiated at arm's-length and

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 4000.

<sup>2</sup> Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion and any exhibits thereto.

entered into in good faith by the parties; and the Court having found that the approval of the Agreement is in the best interest of the Debtor's Estate, creditors and other parties in interest; and it appearing that sufficient notice of the Motion has been given, and the Court having determined that the legal and factual basis set forth in the Motion establish cause for the relief granted herein; and after due deliberation and consideration of the Motion and the Agreement having been had; and it appearing that good and sufficient cause exists for granting the Motion, it is hereby

**ORDERED**, that the relief requested in the Motion is GRANTED to the extent set forth below and upon the terms and conditions set forth herein; and it is further

**ORDERED**, that the Agreement attached as Exhibit A to the Motion is hereby approved in all respects pursuant to Bankruptcy Rule 9019; and it is further

**ORDERED**, that this Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

**Hearing Date: December 7, 2020 at 10:00 a.m. (Prevailing Eastern Time)**  
**Objection Deadline: November 30, 2020 at 4:00 p.m. (Prevailing Eastern Time)**

**GARFUNKEL WILD, P.C.**  
111 Great Neck Road  
Great Neck, New York 11021  
Telephone: (516) 393-2200  
Facsimile: (516) 466-5964  
Burton S. Weston, Esq.  
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*Counsel for the Estate and the Plan Administrator*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

FEDERATION EMPLOYMENT AND  
GUIDANCE SERVICE D/B/A FECS<sup>1</sup>,

Case No.: 15-71074 (REG)

Debtor.

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ROBERT N. MICHAELSON, solely  
in his capacity as TRUSTEE OF  
THE FECS CREDITOR TRUST,

Adv. Pro. No. 17-08099 (REG)

Plaintiff,

vs.

NEW YORK CITY HUMAN  
RESOURCES ADMINISTRATION,

Defendant

-----X

**NOTICE OF HEARING ON THE MOTION OF THE PLAN ADMINISTRATOR  
FOR ENTRY OF AN ORDER APPROVING SETTLEMENT,  
PURSUANT TO FED. R. OF BANKR. P. 9019**

**PLEASE TAKE NOTICE**, that a hearing will be held before the Honorable Robert E. Grossman, United States Bankruptcy Judge for the Eastern District of New York, at the **Alfonse M. D’Amato U.S. Courthouse, 290 Federal Plaza, Courtroom 860, Central Islip, New York**

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 4000.

**11722** on the 7th day of December 2020 at 10:00 o'clock in the forenoon of that day (Prevailing Eastern Time), or as soon thereafter as counsel can be heard (the "Hearing Date"), to consider the *Motion of the Plan Administrator for Entry of an Order Approving Settlement, Pursuant to Fed. R. of Bankr. P. 9019* (the "Motion").

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the Motion must be in writing, stating in detail the reasons therefor, and must be filed with the Clerk of the Bankruptcy Court, with a hard copy provided to the Clerk's Office at the Bankruptcy Court, Alfonse D'Amato U.S. Courthouse, 290 Federal Plaza, Central Islip, New York 11722 and shall be served upon (i) Garfunkel Wild, P.C., 111 Great Neck Road, Great Neck, New York 11021, attention Burton S. Weston, Esq. and Adam T. Berkowitz, Esq., counsel for Judith Pincus, as the Plan Administrator for the Estate of Federation Employment and Guidance Service, Inc. d/b/a FEES; (ii), Pachulski, Stang, Ziehl and Jones, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Robert J. Feinstein, Esq. and Ilan D. Sharf, Esq., counsel to the Oversight Committee; and (iii) the Office of the United States Trustee for the Eastern District of New York, Alfonse D'Amato Federal Courthouse, 560 Federal Plaza, Central Islip, New York 11722, Attn: Christine H. Black, Esq. and Stan Y. Yang, Esq., Assistant U.S. Trustees, so as to be received no later than November 30, 2020 at 4:00 p.m. (Prevailing Eastern Time).

**PLEASE TAKE FURTHER NOTICE** that the hearing on the Motion may be adjourned without further notice except as announced in open court on the Hearing Date, or at any adjourned hearing.

Dated: Great Neck, New York  
October 22, 2020

**GARFUNKEL WILD, P.C.**

*Counsel for the Estate and the Plan Administrator*

By: /s/ Adam T. Berkowitz  
Burton S. Weston, Esq.  
Adam T. Berkowitz, Esq.  
111 Great Neck Road  
Great Neck, New York 11021  
Telephone: (516) 393-2200  
Facsimile: (516) 466-5964